

PURCHASING DIVISION  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
(954) 828-5140  
FAX (954) 828-5576

City of Fort Lauderdale  
INVITATION TO BID/REQUEST FOR PROPOSAL  
e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)  
ITB NO. 722-8585

ISSUE DATE: 11/7/01  
PAGE 1 OF 16  
BIDS MUST BE RECEIVED  
PRIOR TO 2:00 P.M.  
ON: 11/29/01

TITLE: **RECYCLING CARTS**

PROCUREMENT SPECIALIST: **Richard Ewell, CPPB**

DEPT: **Sanitation**

CONTACT FOR TECHNICAL QUESTIONS: **Casey Eckels**

PHONE: **954-828-5577**

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)  Yes _____ No _____ Other _____
City, State, Zip (+4) (See General Conditions Section 1.01)	
If this Invitation was mailed to an incorrect address,  Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No.  (     ) _____  ( 800 ) _____  FAX (     ) _____  e-mail: _____	Web site address: <a href="http://www/">http://www/</a> _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02)  _____ days	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Payment Terms: (section 1.03)  _____ %, net _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions?  MBE _____ WBE _____ SBE _____
<b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 <sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b>Do not submit via Facsimile. Facsimile bids will not be accepted.</b>	
Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope:	
<b>BID/RFP No. 722-8585</b>	<b>Title:</b> Recycling Carts
	<b>Opens:</b> 11/29/01
<b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

# City of Fort Lauderdale

## GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

**1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.

**1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

**1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

**1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

**1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

**1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

**1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

### **1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this

area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE**

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

**3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

**3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

**3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

**3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline

contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

**3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

**3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.

**3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

**3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

**3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

**3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

**3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a

surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

## **PART V. PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

**5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

**5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

**5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

**5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

**5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

**5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida. Form G-107 Rev. 07/01

## **INVITATION TO BID #722-8585**

### **PART I - INFORMATION/SPECIAL CONDITIONS**

#### **01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide mobile recycling carts for the City's Public Services Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

#### **02. INFORMATION OR CLARIFICATION**

For information concerning the technical specifications or scope of services, contact Casey Eckels, Recycling Program Manager, at (954) 828-5577. For information concerning procedures for responding to this ITB, contact Procurement Specialist Richard Ewell at (954) 828-5138. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5650. Questions of a material nature must be received no later than seven (7) days prior to the ITB due and open date. The entire Bid must be submitted in accordance with the Instructions To bidders contained in this ITB.

#### **03. AWARD**

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

#### **04. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

## 05. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date. The City reserves the right to extend the contract for four (4) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

## 06. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

## 07. ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

## 08. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will



furnish the City's needs as they arise.

09. SHIPPING/DELIVERY

All prices are to include delivery and MUST be quoted FOB: Destination. Deliveries should be completed no later than 30 days after receipt of order. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

The City prefers all carts to be delivered completely assembled. However, carts which are delivered unassembled may be considered. Bidder may offer unassembled carts as an ALTERNATE. Additional costs applicable to assembly of unassembled carts will be considered in the award of the contract.

10. CONTRACTOR QUALIFICATIONS

Qualified bidders shall provide the City with credentials supporting their prior experience, expertise and ability to provide the product and services contained in the bid specifications. Bidders shall provide a list of references, to include current customers, past customers, government agencies and the number of years in business.

As part of the award process, the City will consider Contractor's ability to provide the product bid and to support the warranties contained in this ITB.

11. RECYCLED CONTENT

A five percent (5%) price preference will be given to containers certified to be manufactured with at least ten percent (10%) post consumer recycled plastic. Please state on bid page the extent to which the container is manufactured from recycled plastic or the estimated value of recycled plastic in container. Also state how much of the container can be recycled.

12. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

13. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

## **PART II - TECHNICAL SPECIFICATIONS**

### **01. TECHNICAL SPECIFICATIONS**

Bidders should include with their bid, specifications and drawings of the cart(s) offered in response to this Invitation to Bid.

#### **CONTAINERS:**

All containers shall meet ANSI container standard 2245.30 and 2245.60, and the following specifications:

The container shall be designed to be stable, loaded, with a portion of its weight supported by wheels; balance of weight supported by the front of the container. Each container (less wheels, axle and lid) will weigh no less than 24 lbs.

The container shall be manufactured from high molecular density polyethylene or cross-linked polyethylene, or City approved equal. A UVR inhibitor, with a minimum of ½ of 1 percent per volume of plastic used in the container is required. The UVR inhibitor shall be guaranteed effective against sun deterioration and/or the container and lid becoming brittle due to exposure. Container shall be manufactured using injection molding or rotational molding technique. Blow molded containers are not acceptable.

Each container shall have a nominal wall thickness of at least .125" (minimum thickness variation of 10 percent (10%); i.e., no point to be less than .100").

The container shall be manufactured with smooth surfaces, inside and out, and aerodynamically designed to allow test results indicating it will remain stable in a wind of approximately 25-30 miles per hour.

Containers shall be designed to be picked up and dumped by a lifting device that will pick up the leading side of the container and also will prevent it from falling into the truck hopper, and by an automated lifting device which encircles the cart.

Container shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts.

Container lifting section shall be permanently molded into the container by the manufacturer. The retainer bar shall be metal or fiberglass and fit securely into the cart body and shall measure at least 1" O.D. and 7/8" I.D. (16 gauge) with locking pins or lock washers and shall be plated with corrosion resistant zinc. Integrally molded lift bars are acceptable. There shall be no other metal attachments, metal framing or nuts and bolts on the container, excluding the metal axle.

The retainer bar section of the cart shall be reinforced as to prevent horizontal cracking. Retainer bars for 60-65 and 90-100 gallon carts shall be interchangeable.

Handles shall be molded as part of the container, using the lid or body of the container or both.

## CONTAINER SPECIFICATIONS APPLICABLE TO 60+ AND 90+ GALLON CONTAINERS:

The container shall be designed to regularly receive and dump a minimum of 200 lbs.

Each container shall have a minimum capacity of 60 gallons or 90 gallons, with a height of no more than 40+ inches excluding the lid.

### LIDS:

The lid shall be manufactured from high molecular density polyethylene or cross-linked polyethylene, or City approved equal. A UVR inhibitor, with a minimum of ½ to 1 percent per volume of plastic is required. The UVR inhibitor shall be guaranteed effective against sun deterioration and/or the lid becoming brittle due to exposure.

The container section will be furnished with a hinged lid, with hinge to the rear of the wheeled section. Lids shall weigh no less than 3.5 lbs. And have a minimum uniform wall thickness of .100". Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall overlap sides, but shall flare out so they will not bind against the sides if the container is distorted by the lifting device. Lids shall be securely attached to containers without the use of nuts and bolts and shall be hinged to open by gravity as the container is dumped. Lids will not have a locking device.

### WHEELS:

Containers shall be furnished complete with 8" X 1 ¾" or larger wheels, either rubber tired semi-pneumatic wheels with axle and plastic hub, or one piece plastic wheels. Bearings may be oilless ball; roller or graphite, or approved equal. If graphite bearings, they must be in hub sleeves. Wheels shall be retained with a bearing retainer assembly providing easy removal. Axles shall be solid steel, at least 5/8" diameter with corrosion resistant coating and securely attached to body by molded axle retainers. Metal attachments are not acceptable.

## 02. CART SIZES AND QUANTITIES

60-65 GALLON CONTAINERS – The City intends to place an initial order of approximately 50 carts with replacement carts purchased annually based on Contractor's minimum order policy.

90-100 GALLON CONTAINERS - The City intends to place an initial order of approximately 300 carts with replacement carts purchased annually based on Contractor's minimum order policy.

## 03. COLOR

### BODIES:

The container bodies shall be purple equivalent to sample available for viewing from Recycling Program Manager.

### LIDS:

Lids shall be black with a minimum 20% recycled plastic.

## IMPRINT:

Imprint shall be gold foil with UV inhibitor equivalent to sample available for viewing from Recycling Program Manager.

### 04. ADDITIONAL MARKINGS

Camera-ready artwork logo will be provided by City of Ft. Lauderdale. Artwork will be imprinted on sides and front of container.

Imprint on inside of lid in contrasting color NO GARBAGE PLEASE. Location of this message to be agreed upon with Recycling Program Manager.

### 05. NUMBERING

Individual serial numbers shall be inscribed or hot-stamped in a location agreed upon between vendor and Public Services/Recycling Department, supplied by the City following contract award.

### 06. RECYCLABLES MARKINGS

In addition, to comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the cart as shown. Mark shall be visible and shall be at least 1" X 1".

#### SPI VOLUNTARY CODING SYSTEM

1	2	3
PETe	HDPE	V

1 = PETe (Polyethylene Terephthalate)  
2 = HDPE (High Density Polyethylene)  
3 = V (Vinyl)  
4 = LDPE (Low Density Polyethylene)

5 = PP (Polypropylene)  
6 = PS (Polystyrene)  
7 = Other

### 07. WARRANTY

The Contractor shall provide a minimum ten (10) year guarantee as described below. The guarantee period will start on the date of receipt by the City. Delivery date of each cart will be tracked by serial number stamped on container.

#### MINIMUM FIVE (5) YEAR WARRANTY PERIOD:

Each bidder shall fully guarantee his product from failure in normal and regular use in the City of Ft. Lauderdale for a minimum of five years. The City will replace any component parts damaged through negligence or abusive use, except on integrally molded retainer bars which must be replaced by the vendor.

Any other component parts which fail by reason of improper or inadequate materials, defective workmanship, insufficient resistance to weathering, or for any cause other than negligent or

abusive use, shall be replaced by the Contractor at no charge to the City. The Contractor shall pay all freight costs to ship defective components/carts to location designated by Contractor. The Contractor shall respond to on-site inspection upon request by the City. If Contractor fails to respond to City's request for on-site inspection, the City reserves the right to return subject components/carts to manufacturer COD for replacement or credit.

#### MINIMUM ADDITIONAL FIVE (5) YEAR PRORATED GUARANTEE:

Each bidder shall guarantee his product from failure in normal and regular use as described above on a pro-rated basis for an additional five (5) year period effective upon expiration of the first five (5) year warranty period.

#### 08. UVR INHIBITOR GUARANTEE

Warranties described above include guarantee of the UVR inhibitor effectiveness. Sun exposure causing deterioration or shattering of containers or lids will be cause for replacement by the Contractor on the grounds of improper use of inhibitor.

#### 09. DEFECTIVE CARTS

Containers which fail during the warranty period will be accumulated and damages determined by Public Services personnel on a monthly basis. During warranty period described above, Contractor shall replace defective parts/carts monthly at no additional charge to the City. Contractor may, upon his inspection of damaged carts, challenge his obligation to replace subject parts on the basis that the failure resulted from either negligent handling and/or abusive use. Such charges shall be in writing with specific details as to the exact cause of the defective parts. The City will consider the details of Contractors written challenge and attempt to resolve the issue.

If the Contractor and the City cannot come to a mutually satisfactory solution through process stated above, an arbitration committee will be used to arbitrate an equitable solution. When required, an arbitration committee will be selected as follows: The City of Ft. Lauderdale will choose one member; the Contractor will choose one member, then the two chosen members will select the third member. If the arbitration committee is unable to reach a mutually satisfactory solution an independent laboratory will be used to arbitrate an equitable solution. The results of the independent laboratory shall be binding on both parties. The cost of such service will be paid by the party found to be at fault.

#### 10. SAMPLES

To ensure the cart meets bid specifications and will operate properly on existing lifting devices, each bidder shall provide a prototype sample upon request by the City. Sample shall be provided at no charge to the City. The prototype shall be delivered to the City within five (5) working days after request.

#### 11. QUALITY CONTROL

A cart will be chosen at random from each delivery for compliance testing with specifications set forth in this contract. If the cart does not meet specifications, two additional carts will be chosen and inspected for specification compliance. If either one of the additional carts fails to meet specifications, the entire shipment will be considered not in compliance with

specifications. Contractor will be notified of the discrepancy and will have the following two options: 1) Have the entire shipment returned, at Contractor expense, to the factory for correction, or with the City's consent 2) Pay the Public Services Department the costs of making such corrections.

### **PART III – REPAIR PARTS**

The City intends to purchase the spare parts as follows:

- A. Wheel
- B. Axle
- C. Lid
- D. Retainer bar/Retainer bar repair kit (if applicable)
- E. Axle nut (if applicable)
- F. Doubler Plate for retainer bar (if applicable)
- G. Lid grommets

**BIDDER PROPOSAL PAGE**

Bid #722-8585

BIDDER NAME \_\_\_\_\_

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing MUST include delivery and be quoted FOB: Destination.

**INITIAL PURCHASE**

Item	Quantity	Description	Unit Price	Total Price
1.	300 EA	90-100 Gallon mobile recycling cart, assembled	\$ _____	\$ _____

Manufacturer and Model Number \_\_\_\_\_

2.	50 EA	60-65 Gallon mobile recycling cart, assembled	\$ _____	\$ _____
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Manufacturer and Model Number \_\_\_\_\_

**ANNUAL REPLACEMENT CONTRACT**

Item	Description	Unit Price	Minimum Order
3.	90-100 Gallon mobile recycling cart, assembled	\$ _____	_____/EA

Manufacturer and Model Number \_\_\_\_\_

4.	60-65 Gallon mobile recycling cart, assembled	\$ _____	_____/EA
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Manufacturer and Model Number \_\_\_\_\_

5.	Wheel (60-65)	\$ _____	_____/EA
6.	Wheel (90-100)	\$ _____	_____/EA
7.	Axle (60-65)	\$ _____	_____/EA
8.	Axle (90-100)	\$ _____	_____/EA
9.	Lid (60-65)	\$ _____	_____/EA
10.	Lid (90-100)	\$ _____	_____/EA

Item	Description	Unit Price	Minimum Order
11.	Retainer Bar (60-65)	\$ _____	_____/EA
12.	Retainer Bar (90-100)	\$ _____	_____/EA
13.	Axle Nut (60-65)	\$ _____	_____/EA
14.	Axle Nut (90-100)	\$ _____	_____/EA
15.	Doubler Plate (60-65)	\$ _____	_____/EA
16.	Doubler Plate (90-100)	\$ _____	_____/EA
17.	Lid Grommets (60-65)	\$ _____	_____/EA
18.	Lid Grommets (90-100)	\$ _____	_____/EA

**BIDDER QUESTIONNAIRE:**

- A. Indicate the number of years your company has been in business providing these products/services:

\_\_\_\_\_ years

- B. Recyclable/Recycled Materials – State below:

1. To what extent containers can be recycled: \_\_\_\_\_

AND

2. To what extent containers are manufactured from recycled plastic: \_\_\_\_\_

AND/OR

3. The estimated value of recyclable plastic in containers: \_\_\_\_\_

- C. REFERENCES: Attach a minimum of three references that can substantiate your ability to supply and support the product as detailed in the bid specifications.  
References are attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

- D. WARRANTY – Attach a copy of your printed warranty or set forth terms and conditions of the warranty. Note: Minimum acceptable warranty period is five years of complete coverage followed by five years of pro-rated coverage.  
Warranty is attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

Authorized Signature \_\_\_\_\_